



STATE OF ARKANSAS

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Term Contract

Vendor No. 100001812
Contact WILCHER KERR
Your reference SP-04-0498

KERR PAPER & SUPPLY CO
6701 INTERSTATE 30
LITTLE ROCK AR 72209

Contract No. 4600006822
Date 07/01/2004

Contact Curtis Gatewood
Telephone 501-324-9320
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

**AS SPECIFIED ON STATE AGENCY
OR COOPERATIVE PROCUREMENT
PARTICIPANT PURCHASE ORDER**

Ship To:

**AS SPECIFIED ON STATE AGENCY
OR COOPERATIVE PROCUREMENT
PARTICIPANT PURCHASE ORDER**

Valid from: 07/01/2004

Valid to: 06/30/2005

AWARD NUMBER: SP-04-0498
COMMODITY: BATHROOM TISSUE/PAPER TOWEL
CONTRACT PERIOD: JULY 1, 2004 THROUGH JUNE 30, 2005

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR QUOTATION.

VENDOR CONTACT:
KERR PAPER
ATTN:WILCHER KERR
6701 I-30
LITTLE ROCK, AR 72209
PHONE NO: 501-562-0005
FAX NO: 501-562-2431

DELIVERY: FOB DESTINATION
DELIVERY 14 DAYS AFTER RECEIPT OF ORDER

THIS TERM CONTRACT IS FOR ZONE 4 ONLY,
ITEMS 0310-0400

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0031	10002395 TOILET TISSUE, WHITE, 1PLY, 96ROLLS/CS	9,095	Case	30.10	\$ 273,759.50

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Joseph A. Didelis
Purchasing Official/Fiscal Officer

07-01-04
Date



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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0032	10002396 TOILET TISSUE, WHITE, 2PLY, 96ROLLS/CS	403	Case	25.50	\$ 10,276.50
0033	10122080 PAPER TOWEL,WHITE,2 PLY,JUMBO,3.7"X1000"	45	Case	16.50	\$ 742.50
0034	10002398 PAPER TOWEL,SINGLEFOLD,KRAFT,9 1/8" 250	7,330	Case	10.05	\$ 73,666.50
0035	10122081 PAPER TOWEL,C-FOLD,WHITE,2400 TOWELS	119	Case	14.00	\$ 1,666.00
0036	10002400 PAPER TOWEL,MULTIFOLD,OFF-WHT9 1/8"250/P	157	Case	12.35	\$ 1,938.95
0037	10002401 PAPER TOWEL,MULTIFOLD,KRAFT 9 1/8"250/P	585	Case	9.75	\$ 5,703.75
0038	10122082 PAPER TOWEL,PERFORATED,WHITE,84 TOWELS ALTERNATE FOR ITEM #38 AASIS MATERIAL NUMBER: 10122083 PAPER TOWEL,PERFORATED,ROLL, 168 TOWELS/ROLL, SIZE 11"X9",15 ROLLS/CS @ \$13.60/CS BRAND/MODEL:SCA HB #1995	3,587	Case	14.00	\$ 50,218.00
0039	10002403 PAPER TOWEL,NON-PERFORATED,ROLL,WHITE	285	Case	14.80	\$ 4,218.00
0040	10002404 PAPER TOWEL,NON-PERFORATED,ROLL,KRAFT	10	Case	11.70	\$ 117.00

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

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13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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SPECIAL INSTRUCTIONS TO BIDDERS

PURPOSE

The purpose of this bid is to establish a one year contract for the purchase of toilet tissue and paper towels by the agencies within the State of Arkansas and any other state agency that may develop a need.

NOTE: See Small Agency Exemption on next page.

SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.

SPECIFICATIONS

Specifications for commodities listed herein are based on minimum requirements. Therefore, vendors are encouraged to offer bids on all available items that either meet or exceed stated minimums.

There is a revised standard specification for paper towels, 640-75-B-JW dated June 30, 1996. The standard specifications for toilet tissue, 640-040-A-JW must be complied with also for this proposal. If you would like a copy please contact : Curtis Gatewood, Office of State Procurement, Phone# 501-324-9320 or Email at curtis.gatewood@dfa.state.ar.us.

QUANTITIES

Quantities shown in the Invitation for Bid reflect summary information from the previous contract. The number of months usage for each zone is stated at bottom of pricing page for each zone. The actual usage for this contract period could be more or less as the State requires.

MINIMUM ORDERS

The minimum order from this contract shall be \$200.00. The order may consist of any assortment of items awarded to the contractor but shall require only one delivery point. When the original order satisfies minimum requirements but only partial shipment is made, there shall be no freight charge for subsequent shipments. No broken cases shall be ordered.

MINIMUM BASIS WEIGHT

The minimum basis weight for all paper towels shall be 24 lb. per 500 sheets; this will supercede specifications on the basis weight in Standard Specification 640-75-B-JW (Revised).

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EXEMPTION

Agencies which have minimal staff and budget may request exemption from this contract for inability to purchase a minimum order. Exemption Status shall be requested and justified in writing to the Office of State Procurement. The request should include information such as bid number, storage space available, historical data on purchasing these items for the previous year and how the agency intends to purchase these items if granted an exemption. An agency may be granted exemption for one or more of its multiple locations. Exemption period will be date of exemption until end of this contract period. An exemption granted by the Office of State Procurement will be made in writing or the request by agency maybe used as an exemption; signed off by the buyer as approval and a copy forwarded back to the agency. Exemption approval must be granted for any contract extensions.

AUTHORIZATION FOR SHIPMENT

Purchase order from the using agency will authorize shipment.

ORDERING DATA

Agencies shall include the State Contract Number on each purchase order in addition to other necessary ordering information.

Agencies shall order from the contractor for the zone to which delivery will be made.

The delivery point shall determine the appropriate contractor. Successful bidders must honor all purchase orders postmarked on or before the expiration date of this Contract.

SAMPLES

If requested by the Office of State Procurement, bidder shall submit samples of certain items bid within (5) five calendar days after notification. Full packages or rolls properly identified will be required.

STORAGE

The ordering agency is responsible for storage if contractor delivers within the time required and agency cannot accept delivery.

ZONE BIDDING

Contractors may bid on one, two, three, four, or all five zones as shown on the attached map. Space is provided on the bid document for bidders to quote a price for each zone.

COMPLAINT PROCESS

Any problems concerning this contract, while in effect, may be sent to:

Curtis Gatewood
Office of State Procurement
P.O. Box 2940
Little Rock, AR 72203

DESCRIPTIVE LITERATURE

STATE OF ARKANSAS
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Bidder should include descriptive literature and complete packaging information on each item bid. **FAILURE TO SUBMIT THIS INFORMATION MAY BE CAUSE FOR REJECTION OF BID.**

ESCALATION CLAUSE:

Quoted prices must remain firm for a period of one-hundred and eighty (180) days after award of the contract. Thereafter, the contractor may request a price adjustment one (1) time in the period remaining on the contract provided the contractor submits a letter from the manufacturer certifying the increased cost. Only the increased percentage will be granted and will become effective ten(10) working days from date received by the Office of State Procurement. In the event of a general price schedule decrease, the State shall be guaranteed full benefit at the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

METHOD OF AWARD

PRODUCTS BID MUST MEET EPA MINIMUM GUIDELINES TO BE CONSIDERED FOR AWARD.

All items will be awarded on an all or none basis for each zone.

Bids will be computed by multiplying the case price times the estimated quantity. Because manufacturer's standard packaging may differ, prices will be computed on the lowest price per unit. For example paper towels will be figured on price per towel. Bids with major packaging differences from those stated on the Invitation for Bid may not be considered for award. Quantity discounts will not be a factor in making award.

EXTENSION

Any contract awarded from the offering of these specifications will be subject to extension . Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. Two(2)extensions will be allowed under this contract The price change clause will remain in effect for any extension periods. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested.

SUMMARY OF ORDERS

The successful bidder is required to submit a report of total contract sales, by dollar volume, by item, and by each zone. This report shall be sent to the Office of State Procurement no later than **sixty (60) days prior to** expiration of contract.

Curtis Gatewood
Office of State Procurement
P.O. Box 2940
Little Rock, AR 72203

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Failure to comply with these requirements may be deemed as non-compliance with the provisions of the contract and may be grounds for exclusion of that contractor from participation in the next contract period.

(Specifications No. 640-040-A-JW of 1 December 1980): Toilet Tissue

I. **Bathroom Tissue:** White, **1-ply**, 4 1/2" x 4 1/2" sheet size, 1000 sheet/roll, industrial type, 96 roll case Wrapped - **bleached**.

BRAND BID & NO. ATLAS #150 QTY/CS 96

II **Bathroom Tissue:** White, **2-ply**, 4 1/2" x 4 1/2" sheet size, 500 sheet/roll, industrial type, facial grade, 96 roll case - Wrapped - **bleached**.

BRAND BID & NO. ATLAS #280 QTY/CS 96

III Bathroom Tissue: **white, 2 ply, 3.7"x 1000', 3.25" or 3.3" diameter core, 9" outside diameter, 12 rolls per case.**

BRAND BID & NO. ATLAS 700 ROLL/SHEET SIZE 3.75"X1000',
ROLLS/CS 12

(Specifications No. 640-75-B-JW Revised June 30, 1996): Paper Towels

IV. **Paper Towels: Singlefold;** Minimum size of the shorter side of the unfolded towel is **9 1/8"**; minimum **94 sq. in.** per towel; approx. 250 towels/pkg; **minimum of 4000 towels/case; Kraft (Brown).**

BRAND BID & NO.SCA #SK1850 QTY/PKG 250 QTY/CS 4000

V. **Paper Towels: C-Fold;** Minimum size of the shorter side of the unfolded towel is **10 1/8"**; minimum **130 sq. in.** per towel; approx. 150 towels/pkg; **minimum of 2400 towels/case; White, bleached**

BRAND BID & NO. ATLAS #C2400 QTY/PKG 200 QTY/CS 2400

VI. **Paper Towels: Multifold;** Minimum size of the shorter side of the unfolded towel is **9 1/8"**; minimum **85 sq. in.** per towel; approx. 250 towels/pkg; **minimum of 4000 towels/case; White, bleached.**

BRAND BID & NO. SCA #MB530 QTY/PKG 250 QTY/CS 4000

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VII. Paper Towels: Multifold; Minimum size of the shorter side of the unfolded towel is **9 1/8"**, minimum **85 sq. in.** per towel; approx. 250 towels/pkg; **minimum of 4000 towels/case; Kraft (Brown).**

BRAND BID & NO. SCA #MK530E QTY/PKG 250 QTY/CS 4000

VIII. Paper Towels: Perforated, Roll; Minimum of 84 towels/roll; minimum size of the towel is 11"x 8.7"; minimum **95 sq. in.** per towels; approx. 30 rolls per case, **Bleached - White.**

BRAND BID & NO. SCA #HB1990 QTY/RL 84 QTY/CS 30

IX. Paper Towels: Non-perforated, Roll; Minimum width of **7 3/4"**; minimum **350 lineal feet per roll;** approx. 12 rolls/case - **White, bleached**

BRAND BID & NO. SCA #RB351 FT/ROLL 350' ROLL/CS 12

X. Paper Towels: Non-perforated, Roll; Minimum width of **7 3/4"**; minimum 350 lineal feet per roll, approx. 12 rolls/case - **Kraft (Brown).**

BRAND BID&NO. SCA #RK 350E FT/ROLL 350' ROLL/CS 12

